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Attorneys for Defendants  
Perini O&G, Perini Corp.,  
and O&G Industries Inc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
BBC CHARTERING & :  
LOGISTIC GmbH & CO. K.G., :  
:  
Plaintiff, :  
:  
-against- : Docket No. 08 CIV 200 (WHP)  
:  
Civil Action :  
:  
USIMINAS MECANICA S/A, :  
PERINI O&G, PERINI CORP., :  
O&G INDUSTRIES INC., and :  
UNIBANCO AIG SEGUROS S/A, : **STATEMENT PURSUANT TO**  
:  
Defendants. : **LOCAL CIVIL RULE 56.1**  
:  
- - - - - X

Defendants Perini O&G, Perini Corp., and O&G Industries  
(hereinafter "Perini"), by and through their attorneys, Flicker,  
Garelick & Associates, LLP, submit pursuant to Local Civil Rule  
56.1, the following statement of material facts as to which there  
is no genuine issue of fact to be tried:

1. Perini and Usiminas Mecanica S/A (hereinafter "UMSA")  
entered into an agreement for the purchase of certain bridge  
components to be used in connection with Perini's construction  
project for the Bronx Whitestone Bridge. Affidavit of Keith L.

Flicker at ¶ 3; Exhibit A.<sup>1</sup>

2. The terms of the purchase and delivery are reflected in the Commercial Invoice (hereinafter "agreement") issued by UMSA to Perini.

3. The terms of the agreement specifies that the bridge components are to be shipped from Victoria, ES, Brazil to New York, New York, U.S., "Delivered Duty Paid - DDP." Exhibit A.

4. UMSA and BBC DO Brasil, LTDA, as agents of BBC, entered into a contract of carriage, terms of which are reflected in the parties' Liner Booking Note and the Liner Bill of Lading. Exhibit B; Exhibit C.

5. On or about January 15, 2006, the MALTE B departed Victoria, Brazil, bound for New York, New York, carrying the bridge components subject to the agreement between Perini and UMSA.

6. The bridge components were insured by UMSA's underwriter and Defendant herein, Unibanco AIG Seguros S/A (hereinafter "Unibanco").

7. The bridge components were received on board the MALTE B in good order and condition.

8. While in transit to New York, on or about January 31, 2006, the bridge components were either damaged or lost overboard the MALTE B.

9. On or about February 7, 2006, the MALTE B arrived at

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<sup>1</sup> "Exhibits" as cited herein refer to the Exhibits attached to the Affidavit of Keith L. Flicker, submitted herewith.

the marine terminal in New York, failing to deliver the bridge components in like good order and condition as was received on board the MALTE B in Victoria, ES, Brazil.

10. On March 2, 2006, Unibanco initiated an in rem action against MALTE B in the Tampa Division, Middle District of Florida, arresting the MALTE B.

11. The Florida in rem action was subsequently dismissed, and the MALTE B was released.

12. Unibanco thereafter filed suit in Brazil against BBC to recover the liabilities it incurred as a result of the damage to and loss of the underwritten bridge components carried on MALTE B.

13. The Brazil suit resulted in a monetary judgment against BBC, which is now under appeal under the Brazil judicial system.

14. On January 10, 2008, BBC filed the present suit in the Southern District of New York for declaratory relief against Unibanco, UMSA, and Perini.

Dated: New York, New York  
July 11, 2008

FLICKER, GARELICK & ASSOCIATES, LLP  
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By: 

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